

BEFORE THE ARIZONA VETERINARY MEDICAL EXAMINING BOARD

IN THE MATTER OF:) CASE No.: 18-103
)
BRANDON PRINCE, DVM) CONSENT AGREEMENT
) FINDINGS OF FACT
HOLDER OF LICENSE No. 6932) CONCLUSIONS OF LAW
FOR THE PRACTICE OF VETERINARY) AND ORDER
MEDICINE IN THE STATE OF ARIZONA,)
)
RESPONDENT.)

In the interest of a prompt and judicious settlement of the above captioned matter before the Arizona State Veterinary Medical Examining Board ("Board") and consistent with the public interest, statutory requirements and responsibilities of the Board, and pursuant to A.R.S. §32-2201 *et. seq.* and A.R.S. § 41-1092.07 (F)(5), the undersigned party, Brandon Prince, DVM ("Respondent"), holder of license No. 6932 for the practice of veterinary medicine in Arizona and the Board enter into this Consent Agreement, Findings of Fact, Conclusion of Law and Order ("Consent Agreement") as final disposition of this matter.

CONSENT AGREEMENT

Respondent understands and agrees that:

1. The Board has jurisdiction over Respondent and the subject matter pursuant to A.R.S. §32-2201, *et. seq.*

2. Respondent has the right to consult with an attorney prior to entering into this Consent Agreement. Respondent has a right to a public hearing

1 concerning this case. He further acknowledges that at such hearing he could
2 present evidence and cross-examine witnesses. Respondent irrevocably waives
3 her right to such a hearing.

4 3. Respondent irrevocably waives any right to rehearing or review or to
5 any judicial review or any other appeal of these matters.

6 4. The Consent Agreement, once approved by the Board and signed by
7 the Respondent, shall constitute a public record, which may be disseminated
8 as a formal action of the Board. Sufficient evidence exists for the Board to make
9 the Findings of Fact and Conclusions of Law set forth in the Consent
10 Agreement.

11 5. Respondent acknowledges and understands that this Consent
12 Agreement will not become effective until the Board approves it and it is signed
13 by the Board's Executive Director. Respondent acknowledges and agrees that
14 upon signing and returning this Consent Agreement to the Board's Executive
15 Director, Respondent may not revoke her acceptance of the Consent
16 Agreement or make any modifications to the document, regardless of whether
17 the Consent Agreement has been issued by the Executive Director.

18 6. If any part of the Consent Agreement is later declared void or
19 otherwise unenforceable, the remainder of the Order in its entirety shall remain
20 in force and effect.

21 7. Respondent acknowledges that any violation of this Consent
22 Agreement constitutes unprofessional conduct pursuant to A.R.S. § 32-2232 and
23 may result in disciplinary action pursuant to A.R.S. § 32-2234.

24 8. This Consent Agreement and Order is effective on the date signed by
25 the Board.

1 DATED this 11 day of October 2018.

2 

3 _____
4 Brandon Prince, DVM

5
6 **FINDINGS OF FACT**

7 1. The Board is the duly constituted authority for the regulation and control of
8 the practice of veterinary medicine in the State of Arizona.

9 2. Respondent holds license No. 6932 for the practice of veterinary medicine
10 in the State of Arizona.

11 3. On October 10, 2017, "Guera," an 8 ½ year-old female Chihuahua was
12 presented to Respondent for a dental procedure, vaccines and microchip. The
13 dog had a weight = 3 pounds, 14 ounces. No other results of the exam were
14 noted in the medical record. Blood work was performed and was within normal
15 limits. An IV catheter was placed and Lactated Ringer's Solution was started; dog
16 was administered the following:

17 a. Buprenorphine 0.1mg SQ;

18 b. Enrofloxacin 10mg SQ;

19 c. Telazol 0.2mLs IV (induction) – no strength noted; and

20 d. Sevoflurane (maintenance anesthesia).

21 4. The dental procedure was started and technical staff charted the right side
22 of the dog's mouth. Respondent's associate, Dr. Kirk Prince, was available to
23 perform the necessary extractions. Respondent stated that since most teeth
24 were unstable and the gum recession so severe, several teeth were dislodged
25

1 were unstable and the gum recession so severe, several teeth were dislodged
2 with digital movement or could be removed with digital grasping, the decision
3 was made to not take full mouth radiographs.

4 5. Respondent further stated that a radiograph was taken of the lower
5 canine teeth to determine the need for extraction. The teeth were very
6 moveable but could not be removed with digital traction the way all other
7 teeth at that point had been removed. Radiograph confirmed significant bone
8 loss and an apical tooth abscess. The right lower canine was elevated and
9 extracted by Dr. Kirk Prince. Technical staff then rotated the dog to the
10 opposite side and began charting the left side of the mouth. It was at this point,
11 while probing the mandible around tooth 309, the mandible fractured.
12 Respondent was called over by technical staff to attend to the patient. A
13 radiograph confirmed the mandibular fracture. Respondent contacted a
14 dental specialist in Palm Desert to see if he could refer the dog; a dental
15 specialist was not available to discuss the case at that time but they were
16 willing to accept the referral.

17 6. Respondent recovered the dog from anesthesia in anticipation of
18 transfer to the dental specialist. A short time later, the dental specialist returned
19 Respondent's call and advised that due to the dog's size and severe dental
20 disease, they would normally manage the mandibular fracture conservatively;
21 not to extract the tooth involved in the fracture line and allow the bone to heal
22 by second intention.

23 7. Respondent spoke with Complainant and advised that the dog's
24 mandible was fractured. Complainant understood this to mean that she had
25 brought the dog in with a fractured jaw, not that it was broken during the

1 dental procedure. Respondent advised Complainant of the conversation he
2 had with the dental specialist and her recommended course of action; he
3 offered to refer the dog at Respondent's expense for evaluation and
4 treatment. Complainant declined the referral to the dental specialist and
5 authorized Respondent to follow the specialists' advice and remove the rest of
6 the diseased teeth (except the tooth adjacent to the fracture) and allow the
7 fracture to heal by second intention.

8 8. The dog was induced again using Telazol 0.2mLs IV (no strength noted)
9 and maintained on isoflurane (sevoflurane used on prior procedure).
10 Respondent used digital extraction with gauze and occasional use of minor
11 elevation. He also repaired an oro-nasal fistula with 4-0 monomend and placed
12 doxirobe into the socket. Metacam injection 0.35 (?) was administered to the
13 dog – concentration and amount unknown. The dog recovered uneventfully.
14 The dog was discharged later that day with:

- 15 a. Meloxidyl 1.5mg/mL, 10mL; give 1 dose for a 3 pound dog once
16 every 24 hours for 10 days;
- 17 b. Orbax oral suspension; 20; give 0.40mLs by mouth once daily until
18 gone; and
- 19 c. Buprenorphine 0.6mg/mL, 0.60; give 0.05mL by mouth three times
20 daily as needed for pain.

21 9. There is no surgical monitoring documented. There are copies of an
22 ECG lead for each procedure that shows one time stamp but does not have
23 the animal's respiration rate, only heart rate.

1 10. On October 12, 2017, Complainant called to report that the dog
2 seemed painful and asked if she could give additional pain medication. Dr. K.
3 Prince approved reducing the time between dosages when painful.

4
5 11. On October 21, 2017, Complainant called Respondent and relayed
6 that the dog was not doing well. The dog was vomiting on occasion and
7 urinated more frequently. Respondent requested Complainant bring the dog in
8 for exam before he left town later that day.

9 12. The dog was presented to Respondent. The dog had a weight = 3.2
10 pounds, a temperature = 103 degrees, a heart rate = 160bpm and a respiration
11 rate = 60rpm. Respondent noted that dog was QAR, lethargic, painful jaw at
12 fracture site with firm swelling. He was unable to open the dog's mouth to
13 evaluate. The dog was approximately 5% dehydrated. Respondent suspected
14 that the dog's symptoms were secondary to pain or abscessed jaw due to poor
15 compliance with antibiotics (Complainant discontinued after 8 days?). He
16 recommended referral to a specialty facility for work up and aggressive 24-hour
17 care. Respondent further discussed the need for a feeding tube if the dog was
18 unable to eat due to jaw pain. Complainant declined referral and feeding
19 tube, she wanted to try syringe feeding the dog recovery diet. The dog was
20 administered and discharged with the following:

- 21 a. Famotidine 10mg/mL, 0.15 SQ;
- 22 b. Cerenia 0.15 SQ;
- 23 c. Meloxicam 1.5mg/mL, 10mL; give 0.1mL by mouth once daily for
- 24 pain.
- 25

1 13. According to Complainant, Respondent gave her three options –
2 feeding tube, specialist or euthanasia – Respondent did not recommend the
3 specialist because it could take three additional surgeries at around \$6,000 and
4 would be a long painful process. Complainant did not want to give up and
5 asked if she could force feed. Respondent agreed and gave Complainant
6 syringes and food, with instructions.

7 14. On October 24, 2017, the dog was presented to Ironwood Veterinary
8 Clinic. The dog was lateral recumbent, seizing, hypoglycemic, hypothermic,
9 bradycardic and bradypnea. An IV catheter was placed, medication
10 administered and diagnostics were performed. Dr. Polosetski recommended
11 referral to an emergency facility for 24-hour care, Complainant declined;
12 therefore, the dog was hospitalized at Ironwood despite risks. The dog
13 improved and was discharged the following day. Dr. Polosetski again
14 recommended referral to a specialist to repair the fractured jaw, Complainant
15 declined.

16 15. Dr. Polosetski reported that the dog slowly improved over time,
17 oronasal fistula surgery was performed; the jaw fracture is healed and the dog
18 is back to normal.

19 CONCLUSIONS OF LAW

20 16. The Findings of Fact constitute a violation of **A.R.S. § 32-2232 (21)** as it
21 relates to **A.A.C. R3-11-502 (H) (2)** failure to document the dog's temperature,
22 heart rate, respiration rate and general condition prior to surgery being
23 performed on October 10, 2017.

24 17. The Findings of Fact constitute a violation of **A.R.S. § 32-2232 (21)** as it
25 relates to **A.A.C. R3-11-502 (H) (3)** failure to document the dog's heart rate and

1 respiration rate immediately after giving a general anesthetic and every 15
2 minutes while anesthesia is being administered on both dental procedure
3 performed on October 10, 2017.

4 18. The Findings of Fact constitute a violation of **A.R.S. § 32-2232 (21)** as it
5 relates to **A.A.C. R3-11-502 (L) (7) (a)(d)** failure to document the name,
6 concentration and route of administration of the induction drug as
7 demonstrated on the surgical monitoring forms for October 10, 2017.

8 9 **ORDER**

10 Based upon the foregoing Findings of Fact and Conclusions of Law, it is
11 **ORDERED** that Respondent, License No. 6932, be placed on **PROBATION** for a
12 period of **one (1) year**, subject to the following terms and conditions that shall
13 be completed within the Probationary period. These requirements include three
14 (3) hours of continuing education (CE) as detailed below:

15 1. Based upon the foregoing Findings of Fact and Conclusions of Law, **IT IS**
16 **ORDERED THAT** Respondent shall provide written proof satisfactory to the Board
17 that he has completed **three (3) hours of continuing education (CE)** in addition
18 to the existing continuing education required to renew a veterinary license.
19 Respondent shall satisfy these three (3) hours by attending CE in the area of
20 **medical record keeping**. Respondent shall submit written verification of
21 attendance to the Board for approval.

22 2. Respondent shall submit to the Board a written outline regarding how he
23 plans to satisfy the requirement in paragraph 1 for its approval within sixty (60)
24 days of the effective date of this Consent Agreement. All continuing education
25 to be completed for this Consent Agreement shall be pre-approved by the

1 Board. The outline shall include **CE course** details including, **name, provider,**
2 **date(s), hours of CE** to be earned, and **a brief course summary.**

3 3. Respondent shall obey all federal, state and local laws/rules governing
4 the practice of veterinary medicine in this state.

5 4. Respondent shall bear all costs of complying with this Consent
6 Agreement.

7 5. This Consent Agreement is conclusive evidence of the matters described
8 and may be considered by the Board in determining an appropriate sanction
9 in the event a subsequent violation occurs. In the event Respondent violates
10 any term of this Consent Agreement, the Board may, after opportunity for
11 Informal Interview or Formal Hearing, take any other appropriate disciplinary
12 action authorized by law, including suspension or revocation of Respondent's
13 license.

14 ISSUED THIS 22nd DAY OF October, 2018.

15 FOR THE BOARD:

16 ARIZONA STATE VETERINARY MEDICAL EXAMINING BOARD

17 Jim Loughead, Chairperson

18 By Victoria Whitmore

19 Victoria Whitmore, Executive Director

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22
23 Original of the foregoing filed
24 This 22nd day of October 2018 with:

25 Arizona State Veterinary Medical Examining Board
1740 W. Adams St, Ste. 4600

1 Phoenix, Arizona 85007

2 Copy of the foregoing mailed by Certified, return receipt mail
3 This 22nd day of October, 2018 to:

4 Brandon Prince, DVM
5 Address on file
6 Respondent

7 Copy of the foregoing mailed by regular mail
8 This 22nd day of October, 2018 to:

9 David Stoll, Esq.
10 Beaugureau, Hancock, Stoll and Schwartz, PC
11 302 E. Coronado Rd
12 Phoenix, Arizona 85004njh

13 By: 
14 Victoria Whitmore, Executive Director